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**EMINENT DOMAIN—DAMAGES—DIFFERENT TITLES.**—In awarding damage to one, a portion of whose land is sought to be condemned for public use, for injury to his remaining land, it is held, in *Sharpe v. United States* (C. C. A. 3d C.), 57 L. R. A. 932, that injury to tracts not connected with and held under different titles from, although adjoining that from which the parcel is taken, cannot be considered.

With this case is a note on the question what lands are to be deemed part of the tract damaged by taking a portion therefrom under eminent domain.

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**LIFE INSURANCE—PROOFS OF LOSS—SUICIDE—CORONER'S INQUEST.**—Proofs of loss, furnished by the beneficiary in accordance with the terms of the policy, were accompanied by a certified copy of the verdict of the coroner, which declared that the insured came to his death by his own hand. The policy contained a condition against suicide, "sane or insane." Held, That the coroner's verdict, so furnished by the claimant, was *prima facie* evidence of suicide, the burden of removing which was on the claimant. *Hassen-Camp v. Mutual Benefit Life Ins. Co.* (U. S. C. C. A., 4th Circ., Feb. 3, 1903)—citing *Ins. Co. v. Newton*, 89 U. S. 32; *Pythian Knights Supreme Lodge v. Beck*, 181 U. S. 49.

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**FRAUDULENT CONVEYANCES—PERSONAL LIABILITY OF GRANTEE.**—A wife who takes a conveyance of property from her husband with knowledge that he intends thereby to hinder and defraud his creditors, and who, in order to procure a loan to herself, conveys the property as security to one ignorant of the fraud is held, in *Bigby v. Warnock* (Ga.), 57 L. R. A. 754, to be personally liable to a judgment creditor of her husband for the amount of the loan, or a sufficiency thereof to satisfy such judgment, although the property was conveyed to her in payment of an alleged debt due her by her husband.

See *Ellington v. Moore*, 4 Va. Law Register, 608, and editorial note, page 615.

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**BANKRUPTCY—JURISDICTION—ENJOINING PROCEEDINGS IN STATE COURTS.**—A suit to enjoin the further prosecution in a State court of a long pending suit by a judgment creditor to have a deed set aside as fraudulent, and the property described therein sold and the proceeds applied to the payment of the judgment and the satisfaction of the liens existing against the property, is not within the jurisdiction of a court of bankruptcy, especially where instituted by the bankrupt himself. *Pickens v. Roy*, 23 Sup. Ct. 78.

The jurisdiction of a State court over a suit by a judgment creditor to set aside a deed as fraudulent is not lost by the action of the complainant in proving up her judgment as a preferred debt before the referee in bankruptcy proceedings; nor does such action amount to her consent to the exercise by a court of bankruptcy of jurisdiction to enjoin further proceedings in the State court. *Pickens v. Roy*, *supra*.

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**SUBROGATION—DISCHARGE OF MORTGAGE LIEN—EXPRESS CONTRACT TO KEEP ALIVE MORTGAGE.**—One who furnishes money for the purpose of discharging a mortgage lien upon real estate is held, in *Meeker v. Larson* (Neb.), 57 L. R. A. 901, to have no right to be subrogated to the rights of the mortgagee in the absence of an agreement or understanding that the mortgage is to be kept